IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

WEDNESDAY, THE SIXTEENTH DAY OF JUNE
TWO THOUSAND AND FOUR

PRESENT

THE HON'BLE MR JUSTICE A.GOPAL REDDY

-
-

WRIT PETITION NO : 4897 of 1999

Between:
Mohd. Nayeemuddin,
S/o. Mohd. Jamaluddin,
Adult, 17-3-515/A,
Yakuthpura, Hyderabad.

..... PETITIONER

AND
Metropolitan Sessions Judge,
Hyderabad Metropolitan sessions Division,
City Criminal Courts Premises,
Red Hills, Nampally, Hyderabad.

.....RESPONDENT

Petition under Article 226 of the constitution of India praying that in the circumstances stated in the Affidavit filed herein the High Court will be pleased to issue any writ or order or direction, one more in the nature of a writ of Mandamus, declaring and holding that the Official Memorandum Dis.No. 833/MSJ/HYD/99, dated 22.02.1999 and the Notice in Dis.No. 1030/A. W-E/MSJ/HYD/1999 dated 08.03.1999 of the respondent as illegal and pass such other orders.

Counsel for the Petitioner: MR.P.RAM SHAH

Counsel for the Respondent : GP FOR HOME

The Court Made the Following :

ORDER:

This writ petition is filed seeking a direction declaring and holding that the official memorandum in Dis.No.833/MSJ/HYD/99, dated 22.2.1999 and the notice in Dis.No.1030/A.W.E/MSJ/HYD/1999, dated 8.3.1999 of the respondent as illegal.

Petitioner is the successful bidder for Rs.1,36,000/- to run cycles/motor cycles stand at City Criminal Courts' premises, Hyderabad for the year commencing from 01-09-1998 to 31-08-1999 in the auction conducted by the respondent on 19-08-1998. The petitioner entered into an agreement and paid half of the amount and agreed to pay the balance amount of Rs. 68,000/- within one month. On failure of deposit of the balance amount, the petitioner was served with the impugned notice dated 8-3-1999, demanding for payment of the balance amount of Rs.68,000/-, failing which necessary proceedings will be initiated for recovery of the said amount. Questioning the correctness of the said notice, the present writ petition is filed contending that several defaults were committed by the respondent resulting loss to the petitioner.

Heard the learned counsel for the petitioner.

It is now fairly well settled that a contract which is entered under the private law is governed by the provisions of the Contract Act and any dispute relating to interpretation of terms and conditions of such contract and breaches if any, by either parties cannot be agitated in a proceedings under Article 226 of the Constitution of India. Therefore, it is open for the parties to approach the competent Civil Court if there is any violation in terms and conditions of the contract. But the same will not necessary raise issues to the public law and any dispute arising out of such contract must be settled according to the principles of Law of Contracts. The petitioner if aggrieved by any defaults committed by respondent, which resulted in loss to the petitioner, the same have to be proved with necessary pleadings and evidence before the competent Civil Court. But the same cannot be agitated under Article 226 of the Constitution of India. Hence, the writ petition is liable to be dismissed.

The writ petition is accordingly dismissed. No costs.

ASSISTANT REGISTRAR

//TRUE COPY//

SECTION OFFICER

TO

1. Metropolitan Sessions Judge,
Hyderabad Metropolitan Sessions Division,
City Criminal Courts Premises, Red Hills,
Nampally, Hyderabad

2 2 CCs to the Government Pleader for Home, High Courts
Buildings, A.P., Hyderabad (O.U.T.)

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Bud/ys